

**PART I – THE SCHEDULE  
SECTION H – SPECIAL CONTRACT REQUIREMENTS**

**TABLE OF CONTENTS**

<b>H.1</b>	<b>PROJECT CONTROL SYSTEMS AND REPORTING REQUIREMENTS .....</b>	<b>1</b>
<b>H.2</b>	<b>DEAR 952.242-70 TECHNICAL DIRECTION (DEC 2000) .....</b>	<b>7</b>
<b>H.3</b>	<b>PERSONNEL SECURITY CLEARANCES .....</b>	<b>8</b>
<b>H.4</b>	<b>STANDARD INSURANCE REQUIREMENTS .....</b>	<b>9</b>
<b>H.5</b>	<b>NO THIRD PARTY BENEFICIARIES .....</b>	<b>10</b>
<b>H.6</b>	<b>KEY PERSONNEL .....</b>	<b>10</b>
<b>H.7</b>	<b>IDENTIFICATION AND PROTECTION OF UNCLASSIFIED CONTROLLED NUCLEAR INFORMATION (UCNI).....</b>	<b>11</b>
<b>H.8</b>	<b>DEPARTMENT OF LABOR WAGE DETERMINATIONS.....</b>	<b>11</b>
<b>H.9</b>	<b>LOBBYING RESTRICTION (ENERGY AND WATER DEVELOPMENT AND RELATED AGENCIES APPROPRIATIONS ACT, 2008) .....</b>	<b>11</b>
<b>H.10</b>	<b>DISPOSITION OF INTELLECTUAL PROPERTY – FAILURE TO COMPLETE CONTRACT PERFORMANCE .....</b>	<b>12</b>
<b>H.11</b>	<b>PROHIBITION OF CONTRACTS WITH PERSONS FALSELY LABELING PRODUCTS AS MADE IN AMERICA.....</b>	<b>13</b>
<b>H.12</b>	<b>ALLOCATION OF LIABILITY FOR FINES AND PENALTIES TO RESPONSIBLE PARTY.....</b>	<b>13</b>
<b>H.13</b>	<b>PERMITS, APPLICATIONS, LICENSES, AND OTHER REGULATORY DOCUMENTS .....</b>	<b>14</b>
<b>H.14</b>	<b>AWARD FEE PLAN .....</b>	<b>15</b>
<b>H.15</b>	<b>PRICE ANDERSON AMENDMENTS ACT NONCOMPLIANCE .....</b>	<b>15</b>

<b>H.16</b>	<b>ASSIGNMENT OF EXISTING AGREEMENTS AND SUBCONTRACTS .....</b>	<b>15</b>
<b>H.17</b>	<b>GOVERNMENT-FURNISHED SERVICES AND ITEMS (GFSI) .....</b>	<b>16</b>
<b>H.18</b>	<b>DEFINITIONS.....</b>	<b>21</b>
<b>H.19</b>	<b>WORKFORCE TRANSITION AND EMPLOYEE HIRING PREFERENCES .....</b>	<b>22</b>
<b>H.20</b>	<b>EMPLOYEE COMPENSATION: PAY AND BENEFITS .....</b>	<b>27</b>
<b>H.21</b>	<b>SPECIAL PROVISIONS APPLICABLE TO WORKFORCE TRANSITION AND EMPLOYEE COMPENSATION: PAY AND BENEFITS .....</b>	<b>33</b>
<b>H.22</b>	<b>WORKFORCE TRANSITION AND BENEFITS TRANSITION: PLANS AND TIMEFRAMES.....</b>	<b>36</b>
<b>H.23</b>	<b>POST-CONTRACT RESPONSIBILITIES FOR PENSION AND OTHER BENEFIT PLANS .....</b>	<b>41</b>
<b>H.24</b>	<b>LABOR RELATIONS .....</b>	<b>42</b>
<b>H.25</b>	<b>WORKFORCE RESTRUCTURING.....</b>	<b>43</b>
<b>H.26</b>	<b>STOP-WORK AND SHUTDOWN AUTHORIZATION.....</b>	<b>44</b>
<b>H.27</b>	<b>COOPERATION WITH OTHER SITE CONTRACTORS .....</b>	<b>45</b>
<b>H.28</b>	<b>UNALLOWABLE COSTS .....</b>	<b>45</b>
<b>H.29</b>	<b>STRENGTHENING FEDERAL ENVIRONMENTAL, ENERGY, AND TRANSPORTATION MANAGEMENT .....</b>	<b>46</b>
<b>H.30</b>	<b>ADDITION AND ALTERATIONS TO IMPLEMENT EXECUTIVE ORDER 13423, STRENGTHENING FEDERAL ENVIRONMENTAL, ENERGY, AND TRANSPORTATION MANAGEMENT AND ITS IMPLEMENTING INSTRUCTIONS.....</b>	<b>46</b>
<b>H.31</b>	<b>PAPERLESS DIRECTIVE PROCESSING SYSTEM .....</b>	<b>47</b>
<b>H.32</b>	<b>POST CONTRACT RESPONSIBILITIES FOR PENSION AND OTHER BENEFIT PLANS .....</b>	<b>48</b>

<b>H.33</b>	<b>LEGAL MANAGEMENT PLAN.....</b>	<b>49</b>
<b>H.34</b>	<b>RESPONSIBLE CORPORATE OFFICIAL .....</b>	<b>50</b>

**PART 1- THE SCHEDULE**  
**SECTION H - SPECIAL CONTRACT REQUIREMENTS**

**H.1 PROJECT CONTROL SYSTEMS AND REPORTING REQUIREMENTS**

**H.1.1 Project Control System**

- (a) The Contractor shall propose a project structure that achieves safe and accelerated completion in the most cost-effective manner. The Contractor shall establish, maintain, and use a project control and management system that accurately reflects the project status relative to cost and schedule performance, and track changes to the baseline. This system shall be fully integrated with the Department of Energy's (DOE's) financial accounting systems to ensure consistent reporting of costs. The Contractor shall maintain a project management system in accordance with the following requirements documents, or any changes made in the requirements of these documents during the course of the project execution.
  - (1) DOE Order 413.3A, Program and Project Management for the Acquisition of Capital Assets, July 28, 2006;
  - (2) HQ Memorandum, Configuration Control Board, December 19, 2002.
- (b) The Contractor shall submit to the DOE Contracting Officer (CO) and the DOE Federal Project Director (FPD) a detailed written Project Control System Description (PCSD) of the proposed project control system and Project Management Plan (PMP) for review and approval within 90 calendar days after award of this contract. Cost effective, tailored application of controls will be a critical factor in determining acceptability of the proposed system.
- (c) DOE will conduct an Earned Value Management System (EVMS) compliance review and an external independent review (EIR) of the Contractor's proposed project control system per DOE Order 413.3A to determine if the description and procedures meet the requirements of this contract clause. The Contractor shall be prepared to successfully complete the EIR and to successfully gain Earned Value Management System certification six months after contract award.
- (d) The contractor shall utilize the Primavera 6.0 (P6) scheduling software (and updates to the 6.0 version) in accordance with the May 1, 2008, HQ Memorandum, *Primavera Enterprise System*, that established it as the EM standard.

**H.1.2 Baseline Development and Cost Collection**

- (a) The Contractor shall develop and submit resource loaded baselines as described below within 120 calendar days after award of this contract. The baselines shall be developed in accordance with DOE requirements and be acceptable to DOE and compatible with DOE project control and management systems. All cost estimates for the baselines shall be 100% developed or prepared and verified by the Contractor.
- (1) Near-Term Remediation Baseline. The Paducah baseline will be re-validated in FY 2012 for the scope, cost and schedule activities related to work associated with FY 2013 - FY 2017, which will then become the new Near-Term Remediation Baseline. Any changes needed to the existing certified Near-Term Remediation Baseline between the contract start date and FY 2012 shall be accomplished through Baseline Change Proposals (BCPs). This baseline shall be consistent with the Contractor's cost and technical proposal and the terms and conditions of this contract. The Contractor shall align the baseline to the total estimated cost, and base fee and total available award fee (or less) as described in Section B. This baseline shall include the detailed scope of work, schedule, and cost for all activities to be completed for the new Near-Term Remediation Baseline, as defined as FY 2013 through FY 2017. A rigorous analysis and a detailed basis for cost and schedule estimates should support the new Near-Term Remediation Baseline and any BCPs to the existing certified Near-Term Remediation Baseline.
- (2) Remediation Lifecycle Baseline. This baseline shall include the certified Near-Term Remediation Baseline (FY 2007 – FY 2012), the new Near-Term Remediation Baseline (FY 2013 – FY 2017), and outyear remediation activities (post FY 2017). This baseline shall include sensitivity analysis and value engineering studies. The outyear activities shall be sufficiently detailed in scope, cost and schedule to provide a reasonable estimate of the work to be performed. Fewer details and more assumptions may be appropriate for determining the reasonableness of the remainder of the Remediation Lifecycle Baseline estimate.
- (3) Integrated Site-wide Federal Lifecycle Baseline. The Contractor shall also develop, maintain and submit an Integrated Site-wide Federal Lifecycle Baseline as required by Section C, "Project Support," which includes all activities associated with the site. This baseline shall include the certified Near-Term Remediation Baseline (FY 2007 – FY 2012), the new Near-Term Remediation Baseline (FY 2013 – FY 2017), and outyear remediation activities (post FY 2017), as well as other DOE activities associated with the site (i.e., other DOE prime contractors such as Infrastructure Contractor and DUF6 Contractor). This baseline shall include sensitivity analysis and value engineering

studies. The outyear activities shall be sufficiently detailed to a Planning Package level in scope, cost and schedule to provide a reasonable estimate of the work to be performed. Fewer details and more assumptions may be appropriate for determining the reasonableness of the remainder of the lifecycle baseline estimate.

- (b) The Contractor shall be ready for a DOE internal compliance review of the baselines, as well as the EIR and assessment of the baselines to determine if the costs and schedules for the project scope are reasonable, and that the project as planned and managed can be successfully executed. The Contractor shall fully support the baseline validation process, which is expected to last more than one year.
- (c) The Contractor shall within 120 calendar days after contract award develop and submit a Risk Management Plan for DOE review and approval that includes the risks identified in its proposal, as well as identify all other internal and external risks to achieving the baselines. The Risk Management Plan shall analyze possible alternative approaches to mitigate impacts and identify dates when events could occur. The plan shall identify the cost and schedule impacts and state preferred alternatives with associated cost and schedule impacts. Near-term risk items shall be analyzed and addressed in the monthly reports with a formal update to the plan completed semiannually. The Contractor's Risk Management Plan shall be coordinated with the site's Federal Risk Management Plan to ensure there is no overlap or missing risks. The Contractor's Risk Management Plan shall utilize a Monte Carlo analysis to determine cost and schedule contingency at 50% and 80% confidence levels. Cost and schedule contingency will be summarized at the Project Baseline Summary (PBS) and total project levels.
- (d) Work Breakdown Structure (WBS) development, cost estimates and project cost reports shall utilize ASTM International Designation E: 2150-04. Costs shall be discernable by Budget and Report (B&R) code, direct, indirect, and fee. The project management system must maintain capability to provide Total Estimated Cost (TEC), Total Project Cost (TPC), Estimates-to-Complete (ETC), and Estimates-at-Completion (EAC).
- (e) The Contractor shall develop a schedule that includes all its project work scope that integrates with the WBS. Each PBS will have assigned duration that will be based on work scope. Activity logic links shall depict all work scope constraints and decision points and shall be integrated into a total project network schedule. The project schedule shall clearly depict critical path activities and milestones. Activities shall be resource loaded at the lowest practical level of the WBS, but at least two levels below the PBS to develop time-phased budgets that are integrated with the schedule. The Contractor's schedule shall include all Government-Furnished Services and Items (GFSI) activities.

- (f) The Contractor shall analyze any DOE proposed or directed funding changes for their impact on technical, schedule, and cost elements of the baselines.
- (g) Contractor requested changes or DOE directed changes shall be addressed through the established change control process detailed in Section H.1.4.
- (h) The Contractor shall submit budget allocations to each PBS for the upcoming fiscal year with a focus on differences to the work activities described in the baselines for that specific year. This deliverable is known as the PBS Budget Allocation Plan.
- (i) Each month, the Contractor shall provide a variance justification for plus or minus 10% differences between planned and actual performance against the baseline at a WBS level determined by DOE once the final WBS is established. Performance analysis techniques shall be commercially accepted and documented, and shall utilize earned-value methods and shall be reported to DOE at the WBS level determined by DOE once the final WBS is established, but at a minimum at the PBS level. Performance metrics (i.e., quantities) are preferred for all technical work scope unless otherwise approved by the CO. For variances greater than  $\pm 10\%$ , the analysis shall detail the causes for variance, impact on other PBSs and corrective action required.
- (j) The Estimate at Completion (EAC) for the project shall be evaluated monthly to ensure that it is consistent with observed trends in performance, emerging or resolved issues, and changes in the assessment of project risk.
- (k) All actual direct costs incurred for resources applied in the performance of work shall be recorded on a timely basis each month. Actual costs incurred must be recorded in the same accounting period that performance is measured and recorded. Any indirect costs shall also be collected and appropriately allocated to the PBSs.
- (l) Costs shall be collected at a charge number level and be able to be summed through the WBS, PBS, and by major Contractor functional organization. Mischarges on time cards or other administrative or accounting errors shall be corrected in a timely manner.

### **H.1.3 Project Reporting**

- (a) The Contractor shall provide a monthly Project Performance Report (PPR) that describes the status on each PBS and that is rolled up to the baseline in a format approved by the FPD. At a minimum, the report shall include justification of the cost variance and schedule variance at a suitable WBS level determined by DOE once the final WBS is established with rollup to the

PBS, the status of major milestones, and critical technical or programmatic issues.

- (b) Earned Value data will be reported in the following five Office of Management and Budget Contract Performance Report Formats, consistent with the DOE HQ memorandum titled *Establishing the Requirements for an Earned Value Management System, Standardizing Minimal Reporting Requirements, and Implementing an Earned Value Management System Surveillance Program*, dated July 6, 2007 and in accordance with the clause in Section I entitled "FAR 52.234-4 Earned Value Management System (JUL 2006)."

Format 1, DD Form 2734/1, Mar 05, Work Breakdown Structure  
Format 2, DD Form 2734/2, Mar 05, Organizational Categories  
Format 3, DD Form 2734/3, Mar 05, Baseline  
Format 4, DD Form 2734/4, Mar 05, Staffing  
Format 5, DD Form 2734/5, Mar 05, Explanations and Problem Analysis

- (c) Semi-Annual Critical Analysis Report (SACAR). Twice each year the Contractor shall prepare and submit a comprehensive review covering six months of PPRs that critically analyzes the overall status of the baseline, any key metrics, and total estimated cost. This review shall include overall narrative summaries, analysis of schedule trends and project float, critical path performance, analysis of critical manpower skills of other resources, budget and funding figures, and project risk updates.
- (d) Plans and reports shall be prepared in such a manner as to provide for consistency with the contract PWS, the baseline, and the approved WBS. The Contractor's reporting system shall be able to provide for the following at the PBS level:
- (1) Timely incorporation of contractual changes affecting estimated cost and schedule.
  - (2) Reconciliation of estimated costs for those elements of the WBS with current performance measurement budgets in terms of changes to the authorized work and internal re-planning.
  - (3) Changes to records pertaining to work performed that will change previously reported costs for correction of errors and routine accounting adjustments.
  - (4) Revisions to the contract estimated costs for DOE-directed changes to the contractual effort.

- (e) The Contractor shall provide the CO and the FPD, or designated authorized representatives, access to any and all information and documents comprising the Contractor's project control and reporting system. Generally, access will not be requested more than one level below the level chosen by the FPD for control and approval authority, except during compliance reviews.
- (f) The Contractor shall include tailored reporting requirements in all subcontracts adequate to fairly evaluate performance and support the Contractor reporting requirements.
- (g) The Contractor may also be required to report historical costs of completed activities in a historical cost database along with the cost driving parameters.
- (h) The Contractor shall implement and maintain a surveillance program to ensure continued compliance of the earned value management system in accordance with the clause in Section I entitled "FAR 52.234-4 Earned Value Management System (JUL 2006)."

#### **H.1.4 Baseline Change Management**

- (a) The baseline is the source document for all project control and baseline change management. The processes for managing and administering changes to all elements of the baseline shall be timely, formal, and documented.
- (b) The approval authority for any change subject to EM configuration control pursuant to HQ Memorandum, Configuration Control Board, dated December 19, 2002, is the Assistant Secretary for Environmental Management.
- (c) Provided that the change does not affect any item subject to EM configuration as stated above, the baseline change control thresholds for cost shall be the lesser of the following:

DOE Headquarters	An increase equal to or in excess of the lesser of \$10M or 10% (cumulative) of the original CD-2/3 EM total cost baseline and any change of \$100M or more that does not affect the original CD-2/3 EM total cost baseline.
Local DOE	An increase up to the lesser of \$10M or 10% (cumulative) of the original CD-2/3 EM total cost baseline and any change of \$5M up to \$100M that does not affect the original CD-2/3 EM total cost baseline.
Contractor	Any change of up to \$5M that does not affect the original CD-2/3 EM total cost baseline (use of management reserve must be reported to the Federal Project Director).

Additional work scope can only be authorized by the CO with concurrence of the FPD regardless of the threshold level.

- (d) Each change control threshold level shall accommodate emergency changes. Retroactive changes that affect schedule and cost performance data are not allowed and should be made in the current period if necessary. A record of all approved changes, at any level, shall be maintained in a change log through the life of the project. Change control records shall maintain a clear distinction between approved changes in funding and baseline changes. A copy of the log shall be provided monthly to the CO and DOE Contracting Officer's Representative (COR).
- (e) Any changes to total estimated cost, base and available award fee shall be executed only through a contract modification by the CO pursuant to the contract terms and conditions. Baseline changes will not imply the need for changes to total estimated cost or base and award fee.

## **H.2 DEAR 952.242-70 TECHNICAL DIRECTION (DEC 2000)**

- (a) Performance of the work under this contract shall be subject to the technical direction of the DOE Contracting Officer's Representative (COR). The term "technical direction" is defined to include, without limitation:
  - (1) Providing direction to the Contractor that redirects contract effort, shifts work emphasis between work areas or tasks, requires pursuit of certain lines of inquiry, fills in details, or otherwise serves to accomplish the contractual PWS.
  - (2) Providing written information to the Contractor that assists in interpreting drawings, specifications, or technical portions of the work description.
  - (3) Reviewing and, where required by the contract, approving, technical reports, drawings, specifications, and technical information to be delivered by the Contractor to the Government.
- (b) The Contractor will receive a copy of the written COR designation from the CO. It will specify the extent of the COR's authority to act on behalf of the CO.
- (c) Technical direction must be within the scope of work stated in the contract. The COR does not have the authority to, and may not, issue any technical direction that:
  - (1) Constitutes an assignment of additional work outside the Performance Work Statement;

- (2) Constitutes a change as defined in the contract clause entitled "Changes;"
  - (3) In any manner causes an increase or decrease in the total estimated contract cost, the fee (if any), or the time required for contract performance;
  - (4) Changes any of the expressed terms, conditions or specifications of the contract; or
  - (5) Interferes with the Contractor's right to perform the terms and conditions of the contract.
- (d) All technical direction shall be issued in writing by the COR.
- (e) The Contractor must proceed promptly with the performance of technical direction duly issued by the COR in the manner prescribed by this clause and within its authority under the provisions of this clause. If, in the opinion of the Contractor, any instruction or direction by the COR falls within one of the categories defined in (c)(1) through (c)(5) of this clause, the Contractor must not proceed and must notify the CO in writing within five (5) working days after receipt of any such instruction or direction and must request the CO to modify the contract accordingly. Upon receiving the notification from the Contractor, the CO must:
  - (1) Advise the Contractor in writing within thirty (30) days after receipt of the Contractor's letter that the technical direction is within the scope of the contract effort and does not constitute a change under the Changes clause of the contract;
  - (2) Advise the Contractor in writing within a reasonable time that the Government will issue a written change order; or
  - (3) Advise the Contractor in writing within a reasonable time not to proceed with the instruction or direction of the COR.
- (f) A failure of the Contractor and CO either to agree that the technical direction is within the scope of the contract or to agree upon the contract action to be taken with respect to the technical direction will be subject to the provisions of the clause entitled "Disputes."

### **H.3 PERSONNEL SECURITY CLEARANCES**

- (a) The Contractor is required to conduct pre-employment investigative screening of prospective employees in order to ensure trustworthiness and reliability.

The Contractor shall provide certification to the Contracting Officer (CO) that an investigative screening has been completed prior to employment. The certification shall include verification of identity, previous employment and education, and the results of credit and law enforcement checks.

- (b) Personnel assigned by the Contractor to work at the DOE site will be required to obtain a security clearance. The levels of clearance are as follows:

Clearance level

Q – sensitive

Q – non-sensitive

L – confidential/secret

Under this contract, contractor personnel shall be required to have an “L” clearance level at a minimum. Key management and certain other personnel will be required to have a “Q” clearance level. The Contractor shall seek opportunities to reduce the levels of clearance required for personnel based upon the site conditions.

- (c) This requirement may be waived by the CO for personnel not involved with classified information, while clearances are being processed, or for personnel associated with the program for short periods of time, such as consultants.
- (d) The Contractor shall retrieve and dispose of badges for employees: 1) who are no longer working on the contract; 2) who no longer require access; 3) when their badge expires; or 4) when the contract expires or is terminated.

#### **H.4 STANDARD INSURANCE REQUIREMENTS**

In accordance with FAR clause 52.228-7, entitled "Insurance - Liability to Third Persons," the following kinds and minimum amounts of insurance are required during the performance of this contract:

- (a) Worker's compensation and employer's liability insurance:
  - (1) The amount required by the state in which work is performed under applicable workers' compensation and occupational disease statutes.
  - (2) Employer's liability insurance in the amount of \$100,000.
- (b) General liability insurance. Bodily injury liability coverage written on the comprehensive form of policy of at least \$500,000 per occurrence.
- (c) Automobile liability insurance. Coverage shall be provided on a comprehensive basis. It shall provide for bodily injury and property damage

liability covering the operation of all automobiles used in connection with performance of this contract. Policies covering automobiles operated in the United States shall provide coverage of at least \$200,000 per person and \$500,000 per occurrence for bodily injury and \$20,000 per occurrence for property damage.

- (d) The amount of liability coverage on other policies shall be commensurate with any legal requirements of the state and locality, plus sufficient to meet normal and customary claims.

## H.5 NO THIRD PARTY BENEFICIARIES

This contract is for the exclusive benefit and convenience of the parties hereto. Nothing contained herein shall be construed as granting, vesting, creating or conferring any right of action or any other right or benefit upon past, present or future employees of the Contractor, or upon any other third party. This provision is not intended to limit or impair the rights which any person may have under applicable Federal statutes.

## H.6 KEY PERSONNEL

- (a) The personnel listed below are considered to be essential to the work being performed. Prior to diverting any of the specified individuals to other programs, the Contractor shall notify the CO reasonably in advance (not less than thirty (30) days) and shall submit justification (including proposed substitutions) in sufficient detail to permit evaluation of the impact on the program. No diversion shall be made by the Contractor without the written consent of the CO, provided that the CO may ratify in writing such diversion and such ratification shall constitute the consent of the CO required by this clause. Whenever, for any reason, one or more of the following employees is unavailable for assignment for work under the contract, the Contractor shall, with the approval of the CO, replace such employee with an employee of substantially equal abilities and qualifications with meritorious consideration of increasing opportunity to fully use the talents and capabilities of a diverse workforce. This clause may be amended from time to time during the course of the contract to either add or delete personnel, as appropriate.

NAME

---

---

---

---

---

TITLE

Project Manager  
Environment, Safety and Health Manager  
Regulatory Compliance Manager

---

---

- (b) Anytime the Project Manager is replaced for any reason within two years of

contract award, provisional and earned fee will be reduced by \$50,000. In addition, each time any of the other proposed key personnel are replaced for any reason within two years of contract award, provisional and earned fee will be reduced by \$25,000. The combined total maximum reduction to provisional and earned fee for such replacements shall be \$250,000. The Contractor may request in writing that the CO waive all or part of a reduction if special circumstances exist. The CO shall have unilateral discretion to waive all or part of a reduction.

#### **H.7 IDENTIFICATION AND PROTECTION OF UNCLASSIFIED CONTROLLED NUCLEAR INFORMATION (UCNI)**

Documents originated by the Contractor or furnished by the DOE to the Contractor in connection with this contract may contain Unclassified Controlled Nuclear Information as determined pursuant to Section 148 of the Atomic Energy Act of 1954, as amended. The Contractor shall be responsible for protecting such information from unauthorized dissemination in accordance with DOE regulations and Directives (Section J, Attachments J1 and J2).

#### **H.8 DEPARTMENT OF LABOR WAGE DETERMINATIONS**

- (a) In the event that the Service Contract Act is applicable to the performance of this contract, the Contractor shall comply with the requirements of U.S. Department of Labor Wage Determination Number 2005-2495, Rev. 7, dated 02/22/2008 and the CBA with United Steel, Paper and Forestry, Rubber, Manufacturing, Energy, Allied Industrial and Service Workers International Union and its Local 550. Copies of the wage determinations are attached to this contract (Section J, U. S. Department of Labor Wage Determination). Revised wage determinations from the Department of Labor shall be incorporated into this contract. The Contractor and/or Subcontractor shall comply with the revised wage determination for Service Contract Act covered employees.
- (b) In the event that the Davis Bacon Act is applicable to the performance of this contract, the Contractor shall comply with the requirements of U.S. Department of Labor General Decision Number: KY080001 04/04/2008 KY1 and the CBA with United Steel, Paper and Forestry, Rubber, Manufacturing, Energy, Allied Industrial and Service Workers International Union and its Local 550. Copies of the wage determinations are attached to this contract (Section J, U. S. Department of Labor Wage Determination). Revised wage determinations from the Department of Labor shall be incorporated into this contract. The Contractor and/or Subcontractor shall comply with the revised wage determination for Davis Bacon Act covered employees.

#### **H.9 LOBBYING RESTRICTION (ENERGY AND WATER DEVELOPMENT AND RELATED AGENCIES APPROPRIATIONS ACT, 2008)**

The Contractor agrees that none of the funds obligated on this award shall be expended, directly or indirectly, to influence congressional action on any legislation or appropriation matters pending before Congress, other than to communicate to Members of Congress as described in 18 U.S.C. 1913. This restriction is in addition to those prescribed elsewhere in statute and regulation.

#### **H.10 DISPOSITION OF INTELLECTUAL PROPERTY – FAILURE TO COMPLETE CONTRACT PERFORMANCE**

The following provisions shall apply in the event the Contractor does not complete Contract performance for any reason:

- (a) The Government may take possession of and use all technical data, including limited rights data, restricted computer software, and data and software obtained from subcontractors, licensors, and licensees, necessary to complete the work in conformance with this Contract, including the right to use the data in any Government solicitations for the completion of the work contemplated under this Contract. Technical data includes, but is not limited to, specifications, designs, drawings, operations manuals, flowcharts, software, databases and any other information necessary for of the completion of the work under this Contract. Limited rights data and restricted computer software will be protected in accordance with the provisions of the Section I Clause entitled *DEAR 970.5227-1 Rights in Data-Facilities*. The Contractor shall ensure that its subcontractors and licensors make similar rights available to the Government and its contractors.
- (b) The Contractor agrees to and does hereby grant to the Government an irrevocable, non-exclusive, paid-up license in and to any inventions or discoveries regardless of when conceived or actually reduced to practice by the Contractor, and any other intellectual property, including technical data, which are owned or controlled by the Contractor, at any time through completion of this Contract and which are incorporated or embodied in the construction of the facilities or which are utilized in the operation or remediation of the facilities or which cover articles, materials or products manufactured at a facility: (1) to practice or to have practiced by or for the Government at the facility; and (2) to transfer such license with the transfer of that facility. The acceptance or exercise by the Government of the aforesaid rights and license shall not prevent the Government at anytime from contesting the enforceability, validity or scope of, or title to, any rights or patents or other intellectual property herein licensed.
- (c) In addition, the Contractor will take all necessary steps to assign permits, authorizations, leases, and licenses in any third party intellectual property to the Government, or such other third party as the Government may designate, that are necessary for the completion of the work contemplated under this Contract.

**H.11 PROHIBITION OF CONTRACTS WITH PERSONS FALSELY LABELING PRODUCTS AS MADE IN AMERICA**

- (a) Pursuant to FAR 9.405(a), awards shall not be made to entities that are included on the List of Parties Excluded from Federal Procurement and Non-procurement Programs. If DOE or DOE contractor personnel become aware of a possible violation of the prohibition against falsely mislabeling products as made in America, and the entity is not on the List of Parties Excluded from Federal Procurement and Non-procurement Programs, the matter should be promptly reported through the CO.
- (b) The report of an entity in violation of the prohibition against falsely mislabeling products as American-Made shall be submitted to the DOE Office of Contract Management, Office of Procurement and Assistance Management, for potential debarment of the entity pursuant to FAR 9.406-2(a)(4) and 9.406-2(b)(1)(iii).

**H.12 ALLOCATION OF LIABILITY FOR FINES AND PENALTIES TO RESPONSIBLE PARTY**

- (a) Liability and responsibility for civil fines or penalties arising from or related to violations of environmental, safety, health or quality requirements shall be borne by the party that causes the violation. This clause resolves liability for fines and penalties though the regulatory authority may assess such fines or penalties upon a party or parties without regard to the allocation of responsibility or liability under this contract. The allocation of liability for such fine or penalty is effective regardless of which party signs a permit application, manifest, reports or other required documents, is a permittee, or is named subject of an enforcement action or assessment of a fine or penalty.
- (b) Regardless of which party to this contract is the named subject (Contractor or DOE) of an enforcement action for compliance with the environmental, safety, and health, or quality requirements by the cognizant regulatory authority, liability for payment of any fine or penalty as a result of the Contractor actions or inactions, is the responsibility of the Contractor and not reimbursable under this contract. Any fines and penalties incurred by DOE as a result of the Contractor actions or inactions will be reimbursed to DOE and are unallowable. Cost of fines and penalties resulting from violations of, or the Contractor's failure to comply with federal, state, local, or foreign laws, regulations, permits, orders and regulatory compliance agreements are unallowable except under the conditions stipulated at FAR 31.205-15. Other costs resulting from ES&H claims (fines, penalties, fees, judgments) made against DOE as a result of the Contractor's failure to comply with regulatory

**H.13 PERMITS, APPLICATIONS, LICENSES, AND OTHER REGULATORY DOCUMENTS**

- (a) Consistent with the FAR clause 52.236-7 "Permits and Responsibilities," in Section I, the Contractor must obtain any licenses, permits, other approvals or authorizations for conducting all activities under the contract. The Contractor shall be responsible for becoming a party to all regulatory compliance agreements/orders associated with scope under this contract including those previously executed. The Contractor is responsible for complying with all permits, licenses, certifications, authorizations and approvals from federal, state, and local regulatory agencies that are necessary for all activities under this contract (hereinafter referred to collectively as "permits"). Except as specifically provided in this section and to the extent not prohibited by law or cognizant regulatory authority, the Contractor (or, if applicable, its subcontractors) will be the sole applicant for any such permits required for its activities. The Contractor must take all appropriate actions to obtain transfer of existing permits, and DOE will use all reasonable means to facilitate transfer of existing permits. If DOE determines it is appropriate or if DOE is required by cognizant regulatory authority to sign permit applications, DOE may elect to sign as owner or similar designation, but the Contractor (or, if applicable, its subcontractors) must also sign as operator or similar designation reflecting its responsibility under the permit unless DOE waives this requirement in writing.
- (b) Unless otherwise authorized by the CO, the Contractor must submit to DOE for DOE's review and comment all permit applications, reports or other documents required to be submitted to regulatory authorities. Such draft documents must be provided to DOE within a time frame, identified by DOE, sufficient to allow DOE substantive review and comment; and DOE will use its best efforts to perform such substantive review and comment within such time frame. When providing DOE with documents that are to be signed or co-signed by DOE, the Contractor will accompany such document with a certification statement, signed by the appropriate Contractor corporate officer, attesting to DOE that the document has been prepared in accordance with all applicable requirements and the information is, to the best of its knowledge and belief, true, accurate, and complete.
- (c) Except as specifically provided in this clause and to the extent not prohibited by law or cognizant regulatory authority, the Contractor (or, if applicable, its subcontractors) will be the signatory for reports, hazardous waste manifests, and other similar documents required under environmental permits or applicable environmental laws and regulations.

- (d) In the event of termination or expiration of this contract, DOE will require the new Contractor to accept transfer of all environmental permits executed by the Contractor, or DOE will accept responsibility for such permits and the Contractor shall be relieved of all future liability and responsibility resulting from the acts or omissions of the successor Contractor or DOE.

#### **H.14 AWARD FEE PLAN**

- (a) The determination of award fee shall be based upon an award fee plan, including the criteria to be considered under each area evaluated and the percentage of award fee, if any, available for each area. The award fee plan will be unilaterally established by the Government. A copy of the plan shall be provided to the Contractor 30 calendar days prior to the start of the first evaluation period.
- (b) The award fee plan will set forth the evaluation period and the criteria upon which the Contractor will be evaluated for performance relating to any (1) technical requirements if appropriate, (2) management requirements, and (3) cost functions as selected for evaluation. The Contractor shall submit a self-evaluation of performance for each period under consideration. While it is recognized that the basis for determination of the fee shall be the evaluation by the Government, the self-evaluation which is to be received within 15 days after the end of the period being evaluated will be given such consideration as the Fee Determination Official shall find appropriate.
- (c) The award fee plan may be revised unilaterally by the Government at any time during the period of performance. Notification of such changes shall be provided to the Contractor 30 calendar days prior to the start of the evaluation period to which the change will apply.

#### **H.15 PRICE ANDERSON AMENDMENTS ACT NONCOMPLIANCE**

The Contractor shall establish an internal Price Anderson Amendments Act (PAAA) noncompliance identification, tracking, and corrective action system and shall provide access to and fully support DOE reviews of the system. The Contractor shall also implement a Price Anderson Amendments Act reporting process which meets applicable DOE standards. The Contractor shall be accountable for ensuring that subcontractors adhere to these requirements.

#### **H.16 ASSIGNMENT OF EXISTING AGREEMENTS AND SUBCONTRACTS**

- (a) Existing agreements, subcontracts, and potential subcontracts under contract no. DE-AC30-06EW05001 are listed in Section J, Attachment J5. The Contractor shall accept assignment of existing subcontracts and agreements identified for the Contractor to assume in Section J, Attachment J5. The Contractor may identify additional subcontracts and agreements listed in

Attachment J5 for assumption, which it may negotiate directly with the parties involved. The agreements and subcontracts may include, but not be limited to, subcontracts and purchase orders; memorandums of agreement; memorandums of understanding; licenses; agreements with local and state governments; user agreements; and other similar agreements.

- (b) DOE does not guarantee that the existing agreements and subcontracts not identified for assignment in Section J, Attachment J5, will be available for assignment or can be assigned.
- (c) The administration of all subcontracts entered into and/or managed by the Contractor, including responsibility for payment hereunder, shall remain with the Contractor unless assigned at the direction of DOE. DOE reserves the right to direct the Contractor to assign to DOE or another Contractor any subcontract awarded under this contract. The Contractor agrees to accept assignment of subcontracts and agreements as determined necessary by DOE.

#### **H.17 GOVERNMENT-FURNISHED SERVICES AND ITEMS (GFSI)**

- (a) The DOE will provide the GFSI listed in the table below. If DOE cannot provide GFSI committed to below, the Contractor may be entitled to pursue remedies in the manner and subject to the limitations set out in subparagraphs (d) and (i) of the Section I, FAR 52.245-1 "Government Property."
- (b) Government-Furnished Property is identified in Section J, "Paducah Remediation Accountable Property List." The Contractor shall evaluate the adequacy of GFSI and notify DOE when GFSI-supplied equipment or services do not meet contract or DOE Order requirements.
- (c) The Contractor shall provide the Contracting Officer a projection of when GFSI identified in the table below, are needed within thirty (30) calendar days after the effective date of the contract and quarterly thereafter. Amendments to the projection, if any, shall be provided to the Contracting Officer 45 calendar days in advance of the GFSI need date. DOE will review each Contractor submittal of GFSI needs and, within 15 calendar days, shall notify the Contractor whether it will provide the requested GFSI.

<b>Scope</b>	<b>Requirements</b>	<b>Government-Furnished Services and Items</b>
a. The Contractor shall develop and execute an Integrated Safety Management System Description (ISMSD).	DOE shall verify and approve the ISMSD.	DOE shall provide Phase I and Phase II verification, and approval of the ISMSD.

Scope	Requirements	Government-Furnished Services and Items
b. The Contractor shall perform activities as described in Section C, PWS.	DOE shall ensure Government controlled data systems are available for contractor access as needed.	<p>DOE will ensure the following systems are available to the Contractor throughout the period of performance of this contract:</p> <p>Integrated Planning Accountability and Budget System (IPABS)</p> <p>Facility Information Management System (FIMS)</p> <p>Computerized Accident/Incident Reporting System (CAIRS)</p> <p>Non-Compliance Tracking System (NTS) database</p> <p>Occurrence Reporting and Processing System (ORPS)</p> <p>Foreign Access Central Tracking System (FACTS) database</p> <p>Oak Ridge Environmental Information System (OREIS)</p> <p>Geographical Information System (GIS)</p> <p>Paducah Project Environmental Measurement System (Paducah PEMS)</p> <p>Condition Assessment Information System (CAIS)</p> <p>Work Force Information system (WFIS)</p>
c. DOE contractual agreements provide utilities including electric, sanitary water, sewer, recirculating heating and cooling water, and plant dry air.	<p>DOE shall maintain the contractual agreements that provide utility services to the Contractor.</p> <p>The USEC contractual agreements (Work Authorizations) may</p>	The DOE will provide utility services throughout the period of performance of this contract through direct agreement with USEC or through other means.

Scope	Requirements	Government-Furnished Services and Items
	be revised periodically during the period of performance of the remediation contract. The Contractor shall interface with USEC based upon the latest approved versions of the Work Authorizations.	
d. The Contractor shall perform activities as described in Section C, PWS.	The USEC contractual agreements (Work Authorizations) may be revised periodically during the period of performance of the remediation contract. The Contractor shall interface with USEC based upon the latest approved versions of the Work Authorizations.	<p>Through direct agreement with USEC throughout the period of performance of this contract, DOE will provide the following:</p> <ol style="list-style-type: none"> <li>1. Criticality Accident Alarm System to support DOE missions in all DOE retained facilities at Paducah</li> <li>2. Electronic maintenance support for the fire alarm system in DOE space.</li> <li>3. Fire Protection and Prevention Equipment and Services; Emergency Management Services; Emergency Medical Technician, Emergency Management and Plant Shift Superintendent, Incident Commander</li> <li>4. Fire and Utilities Inspections to comply with RCRA Part B Permit Inspection Requirements</li> <li>5. USEC Records Management, Documents Controls and Information Management to</li> </ol>

Scope	Requirements	Government-Furnished Services and Items
		<p>include technical library support, imaging services, central files support of engineering data and drawings.</p> <p>6. Safeguards and Security: Nuclear Materials Control and Accountability Program (control and account for nuclear material present in DOE facilities); Armed protective forces operations; Heightened Security Program; Physical Barriers; Computer Security (COMSEC).</p> <p>7. USEC records retrieval services for EEOICPA, Title D, Doctor Panel Claims and Legacy Workers' Compensation Claims.</p> <p>8. Narrow band radio frequency tower, transmission and radio repair services.</p>
e. The Contractor shall perform activities to store, characterize, process, package, and ship TRU/MTRU waste.		<p>DOE will:</p> <ol style="list-style-type: none"> <li>1. Provide Waste Isolation Pilot Plant (WIPP) shipping casks (TRUPACT II or HalfPACT).</li> <li>2. Bear the cost of transportation of TRU waste to another DOE site/WIPP and cost of waste disposal at WIPP.</li> </ol>
f. Services provided by the Infrastructure contractor(s).		<ol style="list-style-type: none"> <li>1. LAN and WAN configured for multiple users and basic operating software, network administration, customer service support, help desk support, and computer repairs.</li> <li>2. Safeguards and security: Lock and Key Program; Security Management Program (plans, procedures, etc); Facility Registration; Information Security Program; Classified and</li> </ol>

Scope	Requirements	Government-Furnished Services and Items
		<p>unclassified computer security; Personnel Security; Classification Program.</p> <p>3. General site grounds maintenance: road/parking lot maintenance, snow removal, grass cutting, pest controls, and janitorial services for facilities as listed in FIMS and identified elsewhere in the PWS.</p> <p>4. Calibration and maintenance of all radiation monitoring and surveying equipment as required by 10 CFR 835.</p> <p>5. Provide project-specific training for both the Contractor's and the DOE employees as required by the Occupational Safety and Health Administration, DOE and the Department of Transportation. The Infrastructure Contractor shall provide the following training: Consolidated Annual Training, Radiation Worker I and II, General Employee Training, Annual Security Refresher, Workplace Violence Prevention, Diversity Awareness, Employee Conduct Training, Business Ethics/Standards of Conduct, and Fire Extinguisher Training, DOE Orders/Work Smart Standards and ISMS. The training for Work Smart Standards and ISMS shall be general introductory courses, not specific to any Contractor's program.</p>

Scope	Requirements	Government-Furnished Services and Items
		6. Provide Emergency Management Program support.  7. Vehicle and equipment fleet management program.

NOTE: If actual costs for the services provided in paragraphs c, d, or e above, increase or decrease as a direct result of Contractor actions or inactions (i.e., usage changes), the CO may share such savings or overruns with the Contractor in terms of additional fee or reduction of earned fee pursuant to Section B.

## H.18 DEFINITIONS

For purposes of Clause H.19, Workforce Transition and Employee Hiring Preferences, Clause H.20, Employee Compensation: Pay and Benefits, Clause H.21, Special Provisions Applicable to Workforce Transition and Employee Compensation: Pay and Benefits, Clause H.22, Workforce Transition and Benefits Transition: Plans and Timeframes, Clause H.23, Post-Contract Responsibilities for Pension and Other Benefit Plans, and Clause H.24, Labor Relations, the following definitions are applicable (unless otherwise specified):

- (a) “Workforce Transition Period” means the six month period following the date of contract award.
- (b) “Grandfathered Employees” means employees who are defined as Grandfathered Employees under the multi-employer pension plan sponsored by the Bechtel Jacobs Company, LLC (BJC) (Bechtel Jacobs Company LLC Pension Plan For Grandfathered Employees) (hereinafter “BJC MEPP”), in accordance with the terms of the BJC MEPP and applicable law.
- (c) “PRS Incumbent Contractor” means Paducah Remediation Services, LLC (PRS) and its first and second tier subcontractors under DOE Contract DE-AC30-06EW05001.
- (d) “PRS Incumbent Employees” means employees (1) who hold regular appointments or who are regular employees on the rolls of the PRS Incumbent Contractor and Grandfathered Employees on the rolls of the PRS Incumbent Contractor’s first and second tier subcontractors; and (2) who are employed at the Paducah Gaseous Diffusion Plant site under DOE Contract DE-AC30-06EW05001 during the workforce transition period.
- (e) “USEC” means the United States Enrichment Corporation.

- (f) “USEC Employees” means employees who hold regular appointments or who are regular employees on the rolls of USEC at either the Portsmouth or Paducah Gaseous Diffusion Plant site. The applicable site will be identified in the relevant paragraphs and/or clause(s). If employment at a specific site is not identified, the clause(s) or paragraphs are applicable to USEC Employees employed at both Gaseous Diffusion Plant sites.
- (g) “Non-Grandfathered Employees” means employees who are not defined as Grandfathered Employees under the BJC MEPP in accordance with the terms of the BJC MEPP and applicable law.
- (h) “SST” means Swift & Staley Mechanical Contractors, Inc (SST) and its first and second tier subcontractors under DOE Contract DE-AC24-05OH20178.
- (i) “SST Employees” means employees (1) who hold regular appointments or who are regular employees on the rolls of SST and Grandfathered Employees on the rolls of SST’s first and second tier subcontractors; and (2) who are employed at the Paducah Gaseous Diffusion Plant site under DOE Contract DE-AC24-05OH20178 during the workforce transition period.
- (j) “UDS” means Uranium Disposition Services, LLC (UDS) and its first and second tier subcontractors at the Paducah Gaseous Diffusion Plant site under Contract DOE DE-AC-05-02OR22717.
- (k) “UDS Employees” means employees (1) who hold regular appointments or who are regular employees on the rolls of UDS and Grandfathered Employees on the rolls of UDS’ first and second tier subcontractors; and (2) who are employed at the Paducah Gaseous Diffusion Plant site under DOE Contract DE-AC05-02OR22717 during the workforce transition period.
- (l) “Paducah Contractors” means the PRS Incumbent Contractor, SST, UDS, and USEC.

## **H.19 WORKFORCE TRANSITION AND EMPLOYEE HIRING PREFERENCES**

- (a) Hiring Preferences. Employees will receive a right of first refusal and /or other preference in hiring for vacancies for non-managerial positions (i.e. all those below the first line of supervision) in non-construction activities in Section C, Performance Work Statement (PWS), in accordance with this clause, and any applicable collective-bargaining agreement(s) and site seniority, as set forth below.
  - (1) During the workforce transition period, the Contractor shall provide the right of first refusal and preferences in hiring in the following order of precedence:

- (i) The Contractor shall give a right of first refusal for vacancies in non-managerial positions under this contract to individuals (1) who are PRS Incumbent Employees, USEC Employees who have been identified as being at risk of being involuntarily separated, SST Employees who have been identified as being at risk of being involuntarily separated, and UDS Employees who have been identified as being at risk of being involuntarily separated; (2) who are employed at the Paducah Gaseous Diffusion Plant site; and (3) who hold positions or perform functions during the workforce transition period that are substantially equivalent to the vacancies in such non-managerial positions under this contract.
  - (ii) The Contractor shall give a preference in hiring for vacancies in non-managerial positions under this contract to individuals (1) who are PRS Incumbent Employees, USEC Employees who have been identified as being at risk of being involuntarily separated, SST Employees who have been identified as being at risk of being involuntarily separated, and UDS Employees who have been identified as being at risk of being involuntarily separated; (2) who are employed at the Paducah Gaseous Diffusion Plant site; and (3) who meet the qualifications for a particular position.
  - (iii) The Contractor shall give a preference in hiring for vacancies in non-managerial positions under this contract to individuals (1) who are PRS Incumbent Employees, USEC Employees who have been identified as being at risk of being involuntarily separated, SST Employees who have been identified as being at risk of being involuntarily separated, and UDS Employees who have been identified as being at risk of being involuntarily separated; (2) who are employed at the Paducah Gaseous Diffusion Plant site; and (3) who may not meet the qualifications for a particular position, but who agree to become qualified and can become qualified by the commencement of active employment under this contract with the training provided pursuant to Clause H.21(a)
  - (iv) Subsequent to the application of the right of first refusal in Paragraph (a)(1)(i) and the preferences in hiring in Paragraphs (a)(1)(ii) and (iii) above, the Contractor shall give a preference in hiring for vacancies pursuant to Paragraph (a)(3) below.
- (2) After the workforce transition period and continuing throughout the remaining period of performance under this contract, the right of first refusal and/or other preferences in hiring shall be provided in the following order of precedence:

- (i) The Contractor shall give a right of first refusal in hiring for vacancies in non-managerial positions under this contract to USEC Employees (1) who are employed at the Paducah Gaseous Diffusion Plant site; (2) who have been identified as being at risk of being involuntarily separated; and (3) who hold or have held positions or perform or have performed functions which are substantially equivalent to vacancies in such non-managerial positions or functions under this contract.
- (ii) The Contractor shall give a preference in hiring for vacancies in non-managerial positions under this contract, to USEC Employees (1) who are employed at the Paducah Gaseous Diffusion Plant site; and (2) who have been identified as being at risk of being involuntarily separated, in the following order of precedence:
  - (A) USEC Employees who meet the qualifications for a particular position.
  - (B) USEC Employees who may not meet the qualifications for a particular position but who agree to become qualified and can become qualified by the commencement of active employment under this contract with the training provided pursuant to Clause H.21(a).
- (iii) The Contractor shall give a preference in hiring for vacancies in non-managerial positions under this contract to SST Employees (1) who are employed at the Paducah Gaseous Diffusion Plant site at the time of the vacancies; and (2) who have been identified as being at risk for involuntary separation, in the following order of precedence:
  - (A) SST Employees who hold positions or perform functions at the time the vacancy arises that are substantially equivalent to the vacancies in such non-managerial positions under this contract.
  - (B) SST employees who meet the qualifications for particular positions.
  - (C) SST employees who may not meet the qualifications for a particular position but who agree to become qualified and can become qualified by the commencement of active employment under this contract for the particular positions with the training provided pursuant to Clause H.21(a)

- (iv) Subsequent to the application of the right of first refusal in Paragraph (a)(2)(i) and the preferences in hiring in Paragraphs (a)(2)(ii) and (iii) above, the Contractor shall give a preference in hiring for vacancies in the order of precedence as set forth in Paragraph (a)(3) below.
- (3) During the entire period of performance under this contract, but subordinate to the preferences set out in Paragraphs (a)(1)(i) – (iii) and (a)(2)(i) – (iii) above, the Contractor shall provide preferences in hiring in the following order of precedence:
  - (i) The Contractor shall give a preference in hiring for vacancies in non-managerial positions under this contract to USEC Employees employed at the Paducah Gaseous Diffusion Plant site (1) who have been identified as being at risk of being involuntarily separated from employment by a plant closing or mass layoff (as such terms are defined in Section 2101(a)(2) and (3) of Title 29 of the United States Code) at the Paducah Gaseous Diffusion Plant site; and (2) who are qualified and/or who may not meet the qualifications for a particular position, but who agree to become qualified and can become qualified by the commencement of active employment under this contract with the training provided pursuant to Clause H.21(a).
  - (ii) The Contractor shall give a preference in hiring for vacancies in non-managerial positions under this contract to individuals (1) who are former employees of USEC, former employees of the PRS Incumbent Contractor, and former employees of the PRS Incumbent Contractor's first and second-tier subcontractors; and (2) who are entitled to recall rights consistent with any applicable site seniority and any applicable collective bargaining agreement(s) at the Paducah Gaseous Diffusion Plant site.
  - (iii) The Contractor shall give a preference in hiring for vacancies in non-managerial positions under this contract to individuals (1) who are Grandfathered Employees and who are former employees of the PRS Incumbent Contractor, SST, UDS, and USEC at the Paducah Gaseous Diffusion Plant site; (2) who have been involuntarily separated (other than for cause) from employment; and (3) who are eligible for the hiring preference contained in the clause in Section I of this contract entitled "DEAR 952.226-74, Displaced Employee Hiring Preference" and with the provisions of any applicable Work Force Restructuring Plan, as amended from time to time, regarding the preferential hiring of employees.

- (iv) The Contractor shall give a preference in hiring for non-managerial positions under this contract to individuals (1) who are former employees of the PRS Incumbent Contractor, SST, UDS, and USEC; and any other DOE contractor at the Paducah Gaseous Diffusion Plant site; (2) who were involuntarily separated (other than for cause) from employment; and (3) who are eligible for the hiring preference contained in the clause in Section I of this contract entitled "DEAR 952.226-74, Displaced Employee Hiring Preference" and with the provisions of any applicable Work Force Restructuring Plan, as amended from time to time, regarding the preferential hiring of employees.
  - (v) The Contractor shall give a preference in hiring for vacancies in non-managerial positions under this contract to individuals (1) who were formerly employed by any other DOE contractor at a DOE defense nuclear facility; and (2) who are eligible for the hiring preference contained in the clause in Section I of this contract entitled "DEAR 952.226-74, Displaced Employees Hiring Preference" as provided in that clause and with the provisions of any applicable Work Force Restructuring Plan, as amended from time to time, regarding the preferential hiring of employees.
  - (vi) The Contractor shall give a preference in hiring for vacancies in non-managerial positions under this contract to individuals (1) who were formerly employed at the Paducah Gaseous Diffusion Plant site by the PRS Incumbent Contractor, SST, UDS, and USEC; (2) who were involuntarily separated (other than for cause) from their employment at the Paducah Gaseous Diffusion Plant site; and (3) who are qualified for the position or who may not meet the qualifications for a particular position, but who agree to become qualified and can become qualified by the commencement of active employment under this contract.
  - (vii) The Contractor shall give a preference in hiring for vacancies in non-managerial positions under this contract to individuals (1) who have separated from employment at the Paducah Gaseous Diffusion Plant site; (2) who are not barred from seeking employment at the Paducah Gaseous Diffusion Plant site by the terms of employee waivers or releases of claims they executed; and (3) who are qualified for a particular position or who may not meet the qualifications for a particular position, but who agree to become qualified and can become qualified by the commencement of active employment under this contract.
- (b) Costs. Any costs incurred by the Contractor as a result of the Contractor's failure to comply with the hiring preferences as set forth in this contract will be

unallowable, unless such costs were incurred as the result of the Contracting Officer's direction.

## **H.20 EMPLOYEE COMPENSATION: PAY AND BENEFITS**

(a) Contractor Employee Compensation Plan

The Contractor shall submit by the end of the 90 day contract transition period identified in Section F.2(b) a Contractor Employee Compensation Plan demonstrating how the Contractor will comply with the requirements of this contract. The Contractor Employee Compensation Plan shall describe the Contractor's policies regarding compensation, pensions and other benefits, and how these policies will support at reasonable cost the effective recruitment and retention of a highly skilled, motivated, and experienced workforce.

(b) Total Compensation System

The Contractor shall develop, implement and maintain formal policies, practices and procedures to be used in the administration of its compensation system including a compensation system Self-Assessment Plan consistent with FAR 31.205-6 and DEAR 970.3102-05-6; "Compensation for Personal Services" (Total Compensation System). DOE-approved standards (e.g., set forth in an advance understanding or appendix), if any, shall be applied to the Total Compensation System. The Contractor's Total Compensation System shall meet the tests of allowability established by and in accordance with FAR 31.205-6 and DEAR 970.3102-05-6, be fully documented, consistently applied, and acceptable to the Contracting Officer. Costs incurred in implementing the Total Compensation System shall be consistent with the Contractor's documented Contractor Employee Compensation Plan approved by the Contracting Officer.

(c) Appraisals of Contractor Performance

DOE will conduct periodic appraisals of Contractor performance with respect to Total Compensation System implementation. Such appraisals will be conducted through either DOE validation of the Contractor's performance self-assessment of its Total Compensation System or third party expert review.

(d) Reports and Information

The Contractor shall provide the Contracting Officer the following reports and information with respect to pay and benefits provided under this contract:

- (1) An Annual Contractor Salary-Wage Increase Expenditure Report to include, at a minimum, breakouts for merit, promotion, variable pay,

special adjustments, and structure movements for each pay structure showing actual against approved amounts.

- (2) A list of the top five most highly compensated executives as defined in FAR 31.205-6(p)(2)(ii) and their total cash compensation at the time of contract award, and at the time of any subsequent change to their total cash compensation.
- (3) An Annual Report of Contractor Expenditures for Employee Supplemental Compensation through the Department Workforce Information System (WFIS) Compensation and Benefits Module no later than March 1 of each year.
- (4) A performance self-assessment of the Total Compensation System implementation and results to include an evaluation of total benefits using the Employee Benefits Value Study and the Employee Benefits Cost Survey Comparison Analysis described in Paragraphs (f)(3)(i) and (ii) below.

(e) Pay and Benefits Programs

The Contractor shall establish pay and benefit programs for employees in accordance with applicable law, any applicable collective bargaining agreement(s), the terms and conditions of this contract, including Clause H.21, Special Provisions Applicable to Workforce Transition and Employee Compensation: Pay and Benefits, and the following requirements as set forth below; provided, however, that employees scheduled to work fewer than 20 hours per week receive only those benefits required by law. Employees are eligible for benefits, subject to the terms, conditions, and limitations of each benefit program.

(1) Pay

- (i) The Contractor shall provide equivalent pay to the following employees hired by the Contractor as compared to pay provided to those employees by the PRS Incumbent Contractor, SST, and/or USEC for at least the first year of the term of this contract:
  - (A) PRS Incumbent Employees hired by the Contractor;
  - (B) USEC Employees hired by the Contractor and who are in positions or perform functions for the Contractor that are substantially equivalent to the positions held or functions they performed for USEC during the workforce transition period at the Paducah Gaseous Diffusion Plant site; and

- (C) SST Employees hired by the Contractor and who are in positions or perform functions for the Contractor that are substantially equivalent to the positions or functions they performed for SST during the workforce transition period.
  - (ii) All other employees hired by the Contractor shall receive pay which is competitive with the industry from which the Contractor recruits its employees, and in accordance with this contract, any applicable collective bargaining agreement(s), and applicable legal requirements, including Section 4(c) of the Service Contract Act, as applicable.
- (2) Pension and Other Benefits. The Contractor shall provide a total package of benefits to PRS Incumbent Employees, USEC Employees, SST Employees, and UDS Employees, and all other employees who are hired by the Contractor in accordance with the terms and conditions of this contract, any applicable collective bargaining agreement(s), and applicable law.
- (3) Cash Compensation
  - (i) The Contractor shall submit the following to the Contracting Officer for a determination of cost allowability for reimbursement under the contract:
    - (A) Any additional compensation system self-assessment data requested by the Contracting Officer that may be needed to validate and approve the Total Compensation System.
    - (B) Any proposed major compensation program design changes prior to implementation.
    - (C) An annual Compensation Increase Plan (CIP).
    - (D) Individual compensation actions for key personnel, including initial and proposed changes to base salary and/or payments under an Executive Incentive Compensation Plan.
    - (E) Any proposed establishment of an incentive compensation plan (variable pay plan/pay-at-risk).
  - (ii) The Contracting Officer's approval of individual compensation actions will be required only for key personnel as identified in Clause H.6, Key Personnel of this contract, and all other named key personnel, management and senior personnel as identified by the Contracting Officer.

- (iii) Severance Pay is not reimbursable under this contract for an employee who:
  - (A) Voluntarily separates, resigns or retires from employment,
  - (B) Is offered comparable employment with a successor/replacement contractor,
  - (C) Is offered comparable employment with a parent or affiliated company, or
  - (D) Is discharged for cause.
- (iv) Service credit for purposes of determining severance pay does not include any period of prior service for which severance pay has been previously paid through a DOE cost-reimbursement contract.

(f) Pension and Other Benefit Programs

- (1) No presumption of allowability will exist when the Contractor implements a new benefit plan or makes changes to existing benefit plans until the Contracting Officer makes a determination of cost allowability for reimbursement for new or changed benefit plans.
- (2) Cost reimbursement for pension and other benefit programs sponsored by the Contractor will be based on the Contracting Officer's approval of Contractor actions pursuant to an approved "Employee Benefits Value Study" and an "Employee Benefits Cost Survey Comparison" as described below.
- (3) Unless otherwise stated, or as directed by the Contracting Officer, the Contractor shall submit the studies required in paragraphs (i) and (ii) below. The studies shall be used by the Contractor as part of its performance self-assessment described in Paragraph (d)(4) above and in calculating the cost of benefits under existing benefit plans. In addition, the Contractor shall submit updated studies to the Contracting Officer for approval prior to the adoption of any change to a pension or other benefit plan.
  - (i) An Employee Benefits Value Study (Ben-Val), every two years each for Grandfathered Employees and Non-Grandfathered Employees benefits, which is an actuarial study of the relative value (RV) of the benefits programs offered by the Contractor to Grandfathered Employees and Non-Grandfathered Employees

measured against the RV of benefit programs offered by comparator companies approved by the Contracting Officer. To the extent that the value studies do not address post retirement benefits other than pensions, the Contractor shall provide a separate cost and plan design data comparison for the post retirement benefits other than pensions using external benchmarks derived from nationally recognized and Contracting Officer approved survey sources; and

- (ii) An Employee Benefits Cost Study Comparison, annually each for Grandfathered Employees and Non-Grandfathered Employees, that analyzes the Contractor's employee benefits cost for Grandfathered Employees and Non-Grandfathered Employees on a per capita basis per full time equivalent employee and as a percent of payroll and compares it with the cost reported by the U.S. Chamber of Commerce Annual Employee Benefits Cost Survey or other Contracting Officer approved broad based national survey.
- (4) When the net benefit value exceeds the comparator group by more than five percent, the Contractor shall submit a corrective action plan to the Contracting Officer for approval.
- (5) When the average total benefit per capita cost or total benefit cost as a percent of payroll exceeds the comparator group by more than five percent, when and if required by the Contracting Officer, the Contractor shall submit an analysis of the specific plan costs that are above the per capita cost range or total benefit cost as a percent of payroll and a corrective action plan to achieve conformance with a Contracting Officer directed per capita cost range or total benefit cost as a percent of payroll.
- (6) Within two years of Contracting Officer approval of the Contractor's corrective action plan, the Contractor shall align employee benefit programs with the benefit value and per capita cost range as approved by the Contracting Officer.
- (7) The Contractor shall submit the Report of Contractor Expenditures for Supplementary Compensation for the previous calendar year via the DOE Workforce Information System (WFIS) Compensation and Benefits Module no later than March 1 of the current calendar year.
- (8) The Contractor may not terminate any benefit plan during the term of the contract without the prior approval of the Contracting Officer in writing.

- (9) Cost reimbursement for Post Retirement Benefits (PRBs) is contingent on DOE approved service eligibility requirements for PRBs that shall be based on a minimum period of continuous employment service not less than five years under a DOE cost-reimbursement contract(s) immediately prior to retirement. Unless required by Federal or state law, advance funding of PRBs is not allowable.
- (g) Establishment and Maintenance of Pension Plans for which DOE Reimburses Costs
  - (1) For cost allocability and reimbursement purposes, any defined benefit (DB) or defined contribution (DC) pension plans established and/or implemented by the Contractor shall be maintained consistent with the requirements of the Internal Revenue Code (IRC) and Employee Retirement Income Security Act (ERISA).
  - (2) Contractor policies, practices, and procedures used in the administration of pension plans shall be consistent with applicable laws and regulations.
  - (3) Employees working for the Contractor shall only accrue credit for service under this contract after the date of contract award.
  - (4) Any pension plan maintained by the Contractor, for which DOE reimburses costs, shall be maintained as a separate pension plan distinct from any other pension plan which provides credit for service not performed under a DOE cost-reimbursement contract.
  - (5) For each pension plan or portion of a pension plan for which DOE reimburses costs, the Contractor shall provide the Contracting Officer with the following information within nine months of the last day of the current pension plan year:
    - (i) Copies of IRS forms 5500 with schedules; and
    - (ii) Copies of all forms in the 5300 series that document the establishment, amendment, termination, spin-off, or merger of a plan.
  - (6) Prior to the adoption of any changes to a pension plan for which DOE reimburses costs, the Contractor shall submit the information required below, as applicable, to the Contracting Officer for approval or disapproval and a determination as to whether the costs to be incurred are consistent with the Contractor's documented Contractor Employee Compensation Plan and are deemed allowable pursuant to FAR 31.205-6, as supplemented by DEAR 970.3102-05-6:

- (i) For proposed changes to pension plans and pension plan funding, an analysis of the impact of any proposed changes on actuarial accrued liabilities and an analysis of relative benefit value; and
  - (ii) The Contractor shall obtain the advance written approval of the Contracting Officer for any non-statutory pension plan changes that may increase costs or liabilities, and any proposed special programs (including, but not limited to, plan-loan features, employee contribution refunds, or ancillary benefits) and shall provide DOE with an analysis of the impact of special programs on the actuarial accrued liabilities of the pension plan, and on relative benefit value, if applicable.
- (7) The Contractor shall not terminate any pension plan without at least 60 days notice to and the approval of the Contracting Officer prior to the scheduled date of plan termination.

#### **H.21 SPECIAL PROVISIONS APPLICABLE TO WORKFORCE TRANSITION AND EMPLOYEE COMPENSATION: PAY AND BENEFITS**

- (a) Training. The Contractor will establish a training program specifically for the purpose of training individuals pursuant to Clauses H.19(a)(1)(iii), H.19(a)(2)(ii)(B) and (iii)(C), and H.19(a)(3)(i). The one-time training program will be provided to individual employees and will not exceed six months in duration and \$5,000 in cost (subject to availability of funding) per person, in addition to wages and benefits.
- (b) Benefit Plans. The Contractor shall provide pension and other benefit plans, to Grandfathered Employees and Non-Grandfathered Employees hired by the Contractor and service credit for leave as set forth below:
  - (1) Grandfathered Employees. Grandfathered Employees shall be provided pension and other benefits in accordance with applicable law and the provisions of the BJC MEPP, the BJC Multiple Employer Welfare Arrangement (MEWA) and other existing benefit plans for Grandfathered Employees. Within 90 days after the award of this contract, the Contractor shall become a sponsor/participating employer of the BJC MEPP, the BJC MEWA, and other existing benefit plans (or comparable successor plans if continuation of the existing plans is not practicable) including post retirement benefit (PRB) plans, as applicable, for Grandfathered Employees and retired plan participants, with primary responsibility for management and administration of these plans. The Contractor shall also have responsibility for maintaining the qualified status of the plans. No employee who qualifies as a

- (2) Non-Grandfathered Employees. Non-Grandfathered Employees shall receive a benefits package that provides for market-based retirement and medical benefit plans that are competitive with the industry from which the Contractor recruits its employees and in accordance with this contract, applicable collective bargaining agreements, and applicable legal requirements, including Section 4(c) of the Service Contract Act, as applicable.
- (3) Service Credit For Leave.
- (i) For PRS Incumbent Employees, SST Employees, and UDS Employees hired by the Contractor pursuant to Clause H.19 (a)(1)(i), (ii), and (iii), and (a)(2)(iii), the Contractor shall carry over the length of service credit for leave as well as leave balances accrued as of the date these employees are hired by the Contractor. Service credit for the represented workforce shall be applied consistently with any applicable collective bargaining agreement.
  - (ii) For USEC Employees hired by the Contractor, the Contractor shall carry over the length of service credit from USEC for purposes of determining rates of accruing leave for these employees as required by and consistent with any applicable collective bargaining agreement and applicable law.
- (c) The lead sponsor (BJC) or a lead sponsor successor of the BJC MEPP, BJC MEWA and other benefit plans in which the Contractor and BJC or a lead sponsor successor are participating employers/sponsors, shall have primary responsibility for management and administration of these plans. BJC or a lead sponsor successor shall provide management and administrative services for the Contractor for the BJC MEPP, BJC MEWA, and other benefit plans in which the Contractor and BJC are participating employers/sponsors. The Contractor shall enter into administrative agreements with the lead sponsor, BJC, or a lead sponsor successor, for the management and administration of these plans. The agreements and costs contained therein shall be subject to the approval of the Contracting Officer.
- (d) Notwithstanding the above, the Contractor has responsibility for administering and maintaining the qualified status of all pension and other benefit plans that it sponsors under this contract. The Contractor shall submit to the Contracting Officer annual actuarial evaluations for all applicable benefit plans as well as certify that the benefit plans are in full compliance with IRC and ERISA requirements. Such certification shall demonstrate that the benefit plans are

qualified under the IRC. This evaluation shall include but not be limited to written reports relating to how the benefit plans pass IRC discrimination, participation and coverage testing requirements. Each detailed annual written actuarial evaluation shall identify any conditions that may adversely affect the qualification status of the plans within eighteen months or less of the date of the evaluation, including but not limited to discrimination, participation and coverage testing requirements for the Contractor and any of its subcontractors that are participating employers in the plans.

- (1) The Contractor shall closely monitor each of its individual subcontractor employer segments participating in the BJC MEPP. With the approval of the Contracting Officer, the Contractor shall establish threshold factors that – based upon the experience of the BJC MEPP regarding the testing requirements – indicate when the Contractor and/or its individual subcontractor employer segments may not meet testing requirements within the next two plan years. Every six months the Contractor shall identify any employer plan segments for the Contractor and its individual subcontractor employer segments that may not meet testing requirements for the current plan year and the following plan year.
- (2) In the case of employer segments for which the approved threshold factors described in Paragraph (d)(1) above and other factors as approved or requested by the Contracting Officer indicate that the employer segments may not meet testing requirements, the Contractor, in conjunction with the lead sponsor, shall provide the Contracting Officer with a corrective action plan for addressing the potential or actual failure to meet testing requirements and quarterly updates on the segment's status for testing purposes. After the corrective action plan has been submitted and approved by the Contracting Officer, the Contractor will provide quarterly updates on the segment's status for testing purposes.
- (e) In addition to the requirement in Clause H.20 (g)(7), the Contractor shall not withdraw from the BJC MEPP or the BJC MEWA without the consent of the Contracting Officer. If the Contractor withdraws without the consent of the Contracting Officer, all costs associated with such withdrawal may be determined to be unallowable and the Government retains the right to assert a claim against the Contractor for any costs of the Department associated with such withdrawal.
- (f) In addition to any other provisions of this contract, including but not limited to Clauses H.20(g)(6) and (7), any changes or amendments to the BJC MEPP are subject to Contracting Officer prior approval and shall be in accordance with all applicable laws and regulations, including compliance with applicable collective bargaining agreements.

- (g) Subject to the approval of the Contracting Officer, to the extent consistent with applicable collective bargaining agreements and applicable law, the Contractor may provide equivalent benefits to those benefits provided under the BJC MEWA to Grandfathered Employees.
- (h) The name(s) of the BJC MEPP, the BJC MEWA, and other benefit plans in which the Contractor and BJC are sponsors/participating employers may change as a result of a change in lead sponsorship of the above plans. Any references and requirements in this contract applicable to the BJC MEPP, the BJC MEWA, and other benefit plans contained in this contract apply to these plans as renamed.

## **H.22 WORKFORCE TRANSITION AND BENEFITS TRANSITION: PLANS AND TIMEFRAMES**

- (a) Workforce Transition Plan. In addition to the contract transition plan required by Section F.5, Contract Transition Plan, of this contract, the Contractor shall submit a written Workforce Transition Plan (WF Transition Plan) describing in detail the Contractor's plans and procedures as to how the Contractor will comply with the requirements in this paragraph (a), the hiring preferences set forth in Clause H.19, Workforce Transition and Employee Hiring Preferences, and Clause H.21(a). Notwithstanding timeframes identified elsewhere in this contract, the Contractor shall perform the following activities in the specified timeframes:
  - (1) Within ten days after contract award, the Contractor shall:
    - (i) Submit to the Contracting Officer a description of any and all transition agreements that it intends to enter into with the Paducah Contractors to ensure compliance with Clauses H.19(a)(1) and (3) during the first 90 days after contract award and during the six month workforce transition period identified in Clause H.18(a);
    - (ii) Establish and submit to the Contracting Officer a written communication plan that details the communication that the Contractor and its subcontractors will engage in with the Paducah Contractors regarding implementation of the hiring preference requirements set forth in Clauses H.19(a)(1) and (3); and
    - (iii) Provide estimated costs and detailed breakouts of the costs to accomplish workforce transition activities within the timeframes specified.
  - (2) Within 15 days after contract award, the Contractor shall:

- (i) Submit to the Contracting Officer copies of the draft WF Transition Plan for the Contractor and its first and second tier subcontractors, including processes and procedures regarding how the Contractor will implement and ensure compliance with the hiring preferences set forth in Clauses H.19(a)(1) and (3); and
  - (ii) Establish a written communication plan with the PRS Incumbent Employees, SST Employees, UDS Employees, and USEC Employees regarding the implementation of the hiring preferences in Clauses H.19(a)(1) and (3) and provide a copy to the Contracting Officer.
- (3) Within 30 days after contract award, the Contractor shall provide to the Contracting Officer copies of the final Workforce Transition Plan and the draft transition agreements it proposes to enter into consistent with requirements of Clauses H.19 (a)(1) and (3) and Paragraphs (a)(1) and (2) above as well as submit copies of all executed final transition agreements within one day after execution but no later than the last day of the contract transition period.
- (4) The Contractor shall submit reports to the Contracting Officer regarding the Contractor's and its subcontractors' implementation of the hiring preferences required by Clause H.19, Workforce Transition and Employee Hiring Preferences, in accordance with the timeframes set forth below. These reports shall include at a minimum the following information: employee hire dates or anticipated hire dates, employee salary levels, and the names of the former employers of the employees hired by the Contractor and/or hired by the Contractor's first and second tier subcontractors.
  - (i) During the 90 day contract transition period, such reports shall be provided to the Contracting Officer on a weekly basis.
  - (ii) During the remainder of the six-month workforce transition period, such reports shall be provided to the Contracting Officer on a biweekly basis.
  - (iii) After the 90 day contract transition period, such reports shall be provided within the timeframes as requested by the Contracting Officer.
- (b) Benefits Transition. The Contractor shall submit a written draft Benefits Transition Plan within 20 days after contract award describing in detail the Contractor's plans and procedures as to how the Contractor will comply with Clause H.20, Compensation: Pay and Benefits, Clause H.21, Special Provisions Applicable to Workforce Transition and Employee Compensation:

Pay and Benefits, and this Paragraph (b). The Contractor shall provide a final written Benefits Transition Plan to the Contracting Officer within 30 days after contract award. All transitions of the BJC MEPP, the BJC MEWA and other existing benefit plans, as well as establishment of any new plans, shall be completed within 90 days after contract award.

- (1) The Contractor shall perform the following activities within the specified timeframes:
  - (i) Within ten days after contract award, the Contractor shall:
    - (A) Provide the Contracting Officer with a list of Contractor personnel who will be responsible for transition of the BJC MEPP, the BJC MEWA, and other existing benefit plans and/or development of new benefit plans, including specifically the personnel responsible for ensuring that the Contractor becomes a sponsor/participating employer of the BJC MEPP and the BJC MEWA by the Contractor and contact information for the above personnel;
    - (B) Request the Paducah Contractors and BJC to provide information and documents necessary for the Contractor to adhere to the requirements set forth in this contract pertaining to the Contractor becoming a sponsor/participating employer of the BJC MEPP, the BJC MEWA, and other existing benefits plans or establishment of any new benefits plans, including but not limited to the transition of the existing pension and other benefit plans or establishment of any new benefits plans on or before the end of the 90-day contract transition period; and
    - (C) Provide estimated costs and detailed breakouts of the costs to accomplish workforce and benefits transition activities within the timeframes specified, including the costs for enrolled actuaries and counsel.
  - (ii) Within 15 days after contract award, the Contractor shall provide to the Contracting Officer a list of the information and documents that the Contractor has requested from BJC and the Paducah Contractors pertaining to the transition of the BJC MEPP, the BJC MEWA, and other existing benefit plans. The Contractor shall notify the Contracting Officer on a timely basis of any issues or problems that it encounters in obtaining information or documents requested from BJC or any of the Paducah Contractors. Regardless of such notification, the Contractor remains responsible under this contract for ensuring compliance with the

terms of this contract, including the timeframes set forth in this clause and the requirements in Clause H.19, Workforce Transition and Employee Hiring Preferences, Clause H.20, Employee Compensation: Pay and Benefits, and Clause H.21, Special Provisions Applicable to Workforce Transition and Employee Compensation: Pay and Benefits.

- (iii) Within 20 days of contract award, the Contractor shall:
  - (A) Submit a detailed description of its plans and processes, including timeframes and specific projected dates for accomplishment of each activity necessary to ensure compliance with the requirements set forth in Clauses H.20 (e) and H.21(b), including requirements pertaining to the transition of employee benefit plans; and
  - (B) Meet via televideo, teleconference, and/or in person with relevant personnel who administer the benefit plans for the PRS Incumbent Contractor and BJC. The meeting shall include the Contractor's benefit plan administrators and personnel, head of human resources, ERISA counsel, actuaries, and any and all other personnel deemed necessary by the Contractor. During such meeting, the Contractor shall discuss all matters necessary to ensure the Contractor adheres to its sponsorship obligations under Clauses H.20(e)(2) and H.21, Special Provisions Applicable to Workforce Transition and Employee Compensation: Pay and Benefits, including execution of transition agreements with BJC and the Paducah Contractors, as applicable. The minutes of the meeting as well as a written description of any substantive issues identified at the meeting shall be submitted to the Contracting Officer within two days after the meeting.
- (iv) Within 30 days after contract award and as part of the written Benefits Transition Plan, the Contractor shall provide a written description of how the existing pension and other benefit plans provided to employees pursuant to Clause H.20, Employee Compensation: Pay and Benefits, and Clause H.21, Special Provisions Applicable to Workforce Transition and Employee Compensation: Pay and Benefits, will be amended or restated on or before the last day of the 90 day contract transition period. If an asset transfer(s) and/or the creation of a new benefit plan(s) are necessary in order for the Contractor to adhere to the benefits sponsorship requirements set forth in this contract, the Contractor shall provide a description of the necessary transactions, including

but not limited to how the Contractor proposes to comply with this contract and all applicable laws and regulations governing such transactions.

- (v) Within 45 days after contract award, the Contractor shall:
  - (A) Submit to the Contracting Officer a draft Contractor Employee Compensation Plan demonstrating how the Contractor will comply with the requirements of this contract regarding employee compensation. The draft Contractor Employee Compensation Plan shall describe the Contractor's policies regarding compensation, pensions and other benefits, and how these policies will support at reasonable cost the effective recruitment and retention of a highly skilled, motivated, and experienced workforce.
  - (B) Submit to the Contracting Officer drafts of all amendments to or restatements of the pension and other benefit plans presently sponsored by BJC and the PRS Incumbent Contractor, including but not limited to amendments effectuating the Contractor becoming a sponsor/participating employer in the BJC MEPP. If applicable, the Contractor shall also submit all draft restated benefit plans and draft Summary Plan Descriptions (SPDs) for pension and other benefit plans sponsored by BJC or lead sponsor successor and/or the PRS Incumbent Contractor. Any and all such amendments shall comply with applicable laws and regulations governing such transactions and changes in sponsorship of the plans.
  - (C) Submit to the Contracting Officer drafts of any new benefit plan(s) as well as draft SPDs that the Contractor proposes to sponsor.
  - (D) Provide draft copies of the transition agreements which the Contractor will enter into with BJC or lead sponsor successor and the Paducah Contractors to ensure the Contractor's compliance with the pay and benefits requirements set forth in Clauses H.20, Employee Compensation: Pay and Benefits, and H.21 Special Provisions Applicable to Workforce Transition and Employee Compensation: Pay and Benefits. Copies of these executed final transition agreements shall be provided within one day after execution but no later than the last day of the contract transition period.

- (vi) No later than 60 days after contract award and prior to the adoption of the documents identified in Paragraphs (b)(1)(v)(B) and (C) above, the Contractor shall submit to the Contracting Officer for approval the proposed final versions of these documents.
  - (vii) The Contractor shall respond to any comments provided by the Contracting Officer under any of the above paragraphs within two days of receipt of the comments.
- (2) After the six month workforce transition period and throughout the remaining period of performance of the contract, the Contractor shall provide the following information promptly to the Contracting Officer upon the request of the Contracting Officer:
- (i) Documents relating to benefit plans offered to Contractor Employees, including but not limited to SPDs, all Plan documents, applicable amendments, employee handbooks that summarize benefits provided to employees and other documents that describe benefits provided to employees of the Contractor who perform work on this contract, and
  - (ii) Any and all other documents pertaining to implementation of and compliance with implementation of the compensation and benefit programs identified in Clause H.20, Employee Compensation: Pay and Benefits, and Clause H.21, Special Provisions Applicable to Workforce Transition and Employee Compensation: Pay and Benefits.

#### **H.23 POST-CONTRACT RESPONSIBILITIES FOR PENSION AND OTHER BENEFIT PLANS**

- (a) If this contract expires, terminates, and/or is terminated partially or completely and DOE has awarded a contract under which a new contractor becomes a sponsor/participating employer and assumes responsibility for management and administration of the BJC MEPP, the BJC MEWA, or any other benefit plans (collectively, the "Plans"), covering active or retired Grandfathered Employees with respect to employees at Paducah and Paducah Gaseous Diffusion Plant sites and Non-Grandfathered Employees at the Paducah Gaseous Diffusion Plant site, the Contractor shall cooperate with and transfer to the new contractor the responsibility for sponsorship, and management and administration of such Plans consistent with direction from the Contracting Officer.
- (b) If this contract expires, terminates and/or is terminated partially or completely and DOE has not awarded a contract to a new contractor under which a new

contractor becomes a sponsor and/or primary sponsor and/or assumes partial or primary responsibility for management and administration of the Plans, or if the Contracting Officer determines that the scope of work under this contract has been completed (any one such event may be deemed by the Contracting Officer to be "Contract Completion" for purposes of this clause), whichever is earlier, and notwithstanding any other obligations and requirements concerning expiration or termination under any other clause of this contract, the following actions shall occur regarding the Contractor's obligations regarding the Plans at the time of Contract Completion:

- (1) Subject to Paragraph (b)(2) below, and notwithstanding any legal obligations independent of this contract, the Contractor may have regarding responsibilities for sponsorship, management, and administration of the Plans, the Contractor shall remain a sponsor/participating employer of the Plans, in accordance with applicable legal requirements.
- (2) The parties shall exercise their best efforts to reach agreement on the Contractor's responsibilities for sponsorship, management and administration of the Plans prior to or at the time of "Contract Completion." However, if the parties have not reached agreement on the Contractor's responsibilities for sponsorship, management and administration of the Plans prior to or at the time of "Contract Completion," unless and until such agreement is reached, the Contractor shall comply with written direction from the Contracting Officer regarding the Contractor's responsibilities for continued provision of pension and welfare benefits under the Plans, including but not limited to continued sponsorship of the Plans, in accordance with applicable legal requirements. To the extent that the Contractor incurs costs in implementing direction from the Contracting Officer, the Contractor's costs will be reimbursed pursuant to applicable contract provisions.
- (c) In the event a transfer of assets in the BJC MEPP is determined to be necessary, the Contractor shall cooperate fully in the transfer of any assets in a manner consistent with any fiduciary duty, all laws and regulations including the IRC and ERISA, and the approval and direction of the Contracting Officer.

## **H.24 LABOR RELATIONS**

- (a) The Contractor shall respect the right of employees to organize and to form, join, or assist labor organizations, to bargain collectively through their chosen labor representatives, to engage in other concerted activities for the purpose of collective bargaining or other mutual aid or protection, and to refrain from any or all of these activities.

- (b) The Contractor shall meet with the Contracting Officer or designee(s) for the purpose of reviewing the Contractor's bargaining objectives prior to negotiations of any collective bargaining agreement or revision thereto and shall consult with and obtain the approval of the Contracting Officer regarding appropriate economic bargaining parameters, including those for pension and medical benefit costs, prior to the Contractor entering into the collective bargaining process. During the collective bargaining process, the Contractor shall notify the Contracting Officer before submitting or agreeing to any collective bargaining proposal which can be calculated to affect allowable costs under this contract or which could involve other items of special interest to the Government. During the collective bargaining process, the Contractor shall obtain the approval of the Contracting Officer before proposing or agreeing to changes in any pension or other benefit plans.
  - (1) The Contractor will seek to maintain harmonious bargaining relationships that reflect a judicious expenditure of public funds, equitable resolution of disputes and effective and efficient bargaining relationships consistent with the requirements of FAR Subpart 22.1 and DEAR Subpart 970.2201 and all applicable Federal and state labor relations laws.
  - (2) The Contractor will notify the Contracting Officer or designee in a timely fashion of all labor relations issues and matters of local interest including organizing initiatives, unfair labor practice, work stoppages, picketing, labor arbitrations, and settlement agreements and will furnish such additional information as may be required from time to time by the Contracting Officer.
- (c) Consistent with applicable labor laws and regulations for that work that is being performed by members of United Steel, Paper and Forestry, Rubber, Manufacturing, Energy, Allied Industrial and Service Workers Union (USW) on the effective date of this contract, the Contractor agrees to initially consult with USW regarding the initial terms and conditions of employment and to recognize USW as the collective-bargaining representative for employees performing work that has historically and traditionally been performed by USW members and is covered in the scope of this contract, and to bargain in good faith to a collective bargaining agreement that gives due consideration to applicable terms and conditions of the existing PRS, SST, UDS, and USEC collective bargaining agreements for work at the Paducah Gaseous Diffusion Plant site.

## **H.25 WORKFORCE RESTRUCTURING**

Notwithstanding any other provision in this contract, when the Contractor determines that a reduction of force is necessary, the Contractor shall notify the Contracting Officer in writing in accordance with DOE O 350.1 and other related guidance. The

Contractor shall provide information as directed by the Contracting Officer related to workforce restructuring activities and to enable compliance with Section 3161 of the *National Defense Authorization Act for Fiscal Year 1993* and any other DOE guidance pertaining to employees who may be eligible for provisions of the Act. The Contractor shall supply workforce restructuring related information and reports as needed by DOE. The Contractor shall extend displaced employee hiring preference in accordance with the Section I Clause entitled, *DEAR 952.226-74*, Displaced Employee Hiring Preference and Clause H.19, Workforce Transition and Employee Hiring Preferences.

## **H.26 STOP-WORK AND SHUTDOWN AUTHORIZATION**

- (a) Imminent Health and Safety Hazard is a given condition or situation which, if not immediately corrected, could result in a serious injury or death, including exposure to radiation and toxic/hazardous chemicals. Imminent Danger in relation to the facility safety envelope is a condition, situation, or proposed activity which, if not terminated, could cause, prevent mitigation of, or seriously increase the risk of (1) nuclear criticality, (2) radiation exposure, (3) fire/explosion, and/or (4) toxic hazardous chemical exposure.
- (b) Stop-Work. In the event of an imminent health and safety hazard, identified by facility line management or operators or facility health and safety personnel overseeing facility operations, or other individuals, the individual or group identifying the imminent hazard situation shall immediately take actions to eliminate or mitigate the hazard (i.e., by directing the operator/implementer of the activity or process causing the imminent hazard to stop work, or by initiating emergency response actions or other actions) to protect the health and safety of the workers and the public, and to protect U.S. Department of Energy (DOE) facilities and the environment. In the event an imminent health and safety hazard is identified, the individual or group identifying the hazard should coordinate with an appropriate Contractor official, who will direct the shutdown or other actions, as required. Such mitigating action should subsequently be coordinated with the DOE and Contractor management. The suspension or stop-work order should be promptly confirmed in writing from the Contracting Officer.
- (c) Shutdown. In the event of an imminent danger in relation to the facility safety envelope or a non-imminent health and safety hazard identified by facility line managers, facility operators, health and safety personnel overseeing facility operations, or by independent oversight organizations, the individual or group identifying the potential health and safety hazard may recommend facility shutdown in addition to any immediate actions needed to mitigate the situation. However, the recommendation must be coordinated with Contractor management, and the DOE Portsmouth/Paducah Project Office (PPPO) Manager. Any written direction to suspend operations shall be

issued by the Contracting Officer, pursuant to the Section F Clause entitled, “FAR 52.242-15, *Stop Work Order*.”

- (d) Facility Representatives. DOE personnel designated as Facility Representatives provide the technical/safety oversight of operations. The Facility Representative has the authority to “stop work,” which applies to the shutdown of an entire plant, activity, or job. This stop-work authority will be used for an operation of a facility which is performing work the Facility Representative believes:
  - (1) Poses an imminent danger to health and safety of workers or the public if allowed to continue;
  - (2) Could adversely affect the safe operation of, or could cause serious damage to the facility if allowed to continue; or
  - (3) Could result in the release of radiological or chemical hazards to the environment in excess of regulatory limits.
- (e) This clause flows down to all subcontractors at all tiers. Therefore, the Contractor shall insert a clause, modified appropriately to substitute “contractor representatives” for “the Contracting Officer” in all subcontracts.

## **H.27 COOPERATION WITH OTHER SITE CONTRACTORS**

- (a) The DOE has/or will have prime contracts or agreements in place with the following entities: Depleted Uranium Hexafluoride Contractor, Infrastructure Services Contractor, United States Enrichment Cooperation (USEC), and other entities that provide support to the DOE Portsmouth/Paducah Project Office.
- (b) In the event that DOE awards other contracts or establishes agreements with additional entities whose work affects the contract, all terms and conditions of this provision apply to the Contractor’s relationship with such entities.
- (c) The Contractor is not authorized to direct any other DOE prime contractor or other entities, except as specified elsewhere in this contract or directed by the CO in writing.
- (d) The Contractor shall not commit or permit any act, which will interfere with the performance of work by any other DOE Contractor or by Government employees. If DOE determines that the Contractor’s activities may interfere with another DOE Contractor, the CO shall provide instructions.

## **H.28 UNALLOWABLE COSTS**

The following types of costs are examples of costs specific to this contract that may be determined to be unallowable in accordance with FAR subpart 31.2. The examples are not all inclusive.

- (a) Unreasonable costs resulting from Contractor re-work (e.g., cost associated with disposal and retrieval of unacceptable material in any landfill).
- (b) Costs associated with correcting poor quality document preparation, including costs associated with delays.

## **H.29 STRENGTHENING FEDERAL ENVIRONMENTAL, ENERGY, AND TRANSPORTATION MANAGEMENT**

The Contractor shall assist DOE through direct participation and other support in achieving DOE's energy efficiency goals and objectives in electricity, water, and thermal consumption, conservation, and savings, including goals and objectives contained in Executive Order 13423, Strengthening Federal Environmental, Energy, and Transportation Management. The Contractor shall maintain and update, as appropriate, its documents to include detailed plans and milestones for achieving site-specific energy efficiency goals and objectives. With respect to this paragraph, the plan shall consider all potential sources of funds, in the following order: 1) the maximum use of private sector, third party financing applied on a life-cycle cost effective basis, particularly from Energy Savings Performance Contracts and Utility Energy Services Contracts awarded by DOE; and 2) only after third-party financing options are evaluated, in the event that energy efficiency and water conservation improvements cannot be effectively incorporated into a private sector financing arrangement that is in the best interests of the Government, then DOE funding and funding from overhead accounts can be utilized.

The Contractor shall provide information to the Infrastructure Contractor as necessary to support DOE O 430.2B projects and initiatives.

## **H.30 ADDITION AND ALTERATIONS TO IMPLEMENT EXECUTIVE ORDER 13423, STRENGTHENING FEDERAL ENVIRONMENTAL, ENERGY, AND TRANSPORTATION MANAGEMENT AND ITS IMPLEMENTING INSTRUCTIONS**

This contract involves contractor operation of Government-owned facilities and/or vehicles and the provisions of Executive Order 13423 are applicable to the Contractor to the same extent they would be applicable if the Government were operating the facilities or vehicles. Information on the requirements of the Executive Order and its Implementing Instructions may be found at [http://ofee.gov/eo/eo13423\\_main.asp](http://ofee.gov/eo/eo13423_main.asp). This requirement includes the Electronics Stewardship requirements of Implementing Instruction XII. When acquiring desktop or laptop computers and computer monitors, the Contractor shall acquire Electronic Product Environmental Assessment Tool registered products conforming to IEEE 1680-2006 Standard and ranked at least bronze, provided such products are life

cycle cost efficient and meet applicable performance requirements. Information on EPEAT-registered computer products is available to [www.epeat.net](http://www.epeat.net).

### **H.31 PAPERLESS DIRECTIVE PROCESSING SYSTEM**

- (a) The Contractor, in addition to complying with applicable laws, rules, and other regulations, shall comply with those DOE Orders and other Directives applicable to Contractors, with the applicable departmental policies, plans, programs, and management Directives, and with all changes to assigned work as agreed to by the Contractor and the CO or designee.
- (b) DOE has developed a list of applicable DOE Directives, and is appended to the contract as Section J, Attachment J2. The Contractor shall comply with the Directives identified in such list. The Contractor shall make no claim, including a claim for equitable adjustment under the Changes clauses of this contract, for additional costs, fee or extension of time of performance relating to compliance with the Directives in such list.
- (c) The Baseline List of Directives Applicable to the contract will be revised and issued, by the DOE CO, as a contract modification, as necessary. The CO may direct the Contractor to comply with additional DOE Directives and local Directives and revisions thereto, as follows:
  - (1) Pursuant to and in accordance with the Changes clause of the contract with respect to changes in Directives within the general scope of this contract.
  - (2) Pursuant to any Environment, Safety, and Health provisions of this contract, and in accordance with the Changes clause of this contract with respect to changes in Directives involving safety, environment, health, and quality.
- (d) At least once a month, the Contractor will extract Directives from the DOE Paperless Directive System utilizing the Internet as notification of their availability by DOE electronic prompting. Copies of DOE Directives may be obtained without charge from the CO or by citing the number of this contract in a written request sent to the following address:

U.S. DOE  
Distribution Section  
Forrestal Building  
Washington, DC 20585
- (e) The CO and his/her representative(s) expressly authorized in writing to do so are the only Government officials authorized to provide explanations as to the

applicability of Directives. The CO is the only Government Official authorized to resolve possible conflicting requirements involving Directives.

- (f) Upon receipt of a new or revised Directive, the Contractor shall review it for consistency with the other terms of this contract and for impacts on funding, manpower and other provisions of the contract. If the Contractor considers the Directive to be consistent with the other terms of this contract and it can be implemented within existing funds, manpower, and other provisions of the contract and the implementation will not have a negative impact on the cost, schedule, or other obligations of the Contractor, the Contractor shall establish an implementation schedule, and so advise the CO within 30 calendar days of receipt. In the event the Contractor considers the Directive to be inconsistent with the other terms of this contract or the requirements of the Directive cannot be implemented within existing funding, manpower, and other provisions of the contract, the Contractor shall so advise the CO within 30 calendar days of receipt. Such notice shall include the basis for the claimed inconsistency and the projected cost of implementation in excess of current funding, manpower, and other provisions of the contract. After evaluation of the Contractor's position, the CO shall issue direction to the Contractor, pursuant to the clause entitled Changes concerning appropriate implementation of the Directive.
- (g) The Contractor will, at least quarterly, notify DOE of those Directives extracted from the DOE Paperless Directive System. The Contractor cognizant personnel will review these Directives and recommend for concurrence disposition of the Directives to DOE-PPPO.
- (h) Upon agreement between the Contractor and DOE, the Directive will be implemented as outlined in a Contractor Management Summary or Implementation Plan, whichever is appropriate, and the Directive added to the Baseline List of Directives Applicable to the Contractor and issued by the CO. The same process will be utilized for deletion of Directives.
- (i) The Contractor shall incorporate the substance of this clause with respect to applicable Directives, excluding any reference to the Changes clause, in subcontracts for performance of work at the site and as directed by the CO.

### **H.32 POST CONTRACT RESPONSIBILITIES FOR PENSION AND OTHER BENEFIT PLANS**

- (a) If this contract expires, terminates, and/or is terminated partially or completely and DOE has awarded a contract under which a new contractor becomes a primary sponsor and assumes responsibility for management and administration of the pension or any other benefit plans (collectively, the "Plans"), with respect to employees at the Paducah Gaseous Diffusion Plant site, the Contractor shall cooperate with and transfer to the new contractor

responsibility for sponsorship, and/or management and administration of such pension plan (MEPP) and/or other benefit plans consistent with direction from the Contracting Officer.

- (b) If this contract expires, terminates and/or is terminated partially or completely and DOE has not awarded a contract to a new contractor under which a new contractor becomes a sponsor and/or primary sponsor and/or assumes partial or primary responsibility for management and administration of the Plans, or if the Contracting Officer determines that the scope of work under the Contract has been completed (any one such event may be deemed by the Contracting Officer to be "Contract Completion" for purposes of this clause), whichever is earlier, and notwithstanding any other obligations and requirements concerning expiration or termination under any other clause of this contract, the following actions shall occur regarding the Contractor's obligations regarding the Plans at the time of contract completion:
  - (1) Subject to subparagraph (2) below, and notwithstanding any legal obligations independent of the contract, the Contractor may have regarding responsibilities for sponsorship, management, and administration of the Plans, the Contractor shall remain the primary sponsor or participating sponsor/employer of the Plans, in accordance with applicable legal requirements.
  - (2) The parties shall exercise their best efforts to reach agreement on the Contractor's responsibilities for sponsorship, management and administration of the Plans prior to or at the time of contract completion. However, if the parties have not reached agreement on the Contractor's responsibilities for sponsorship, management and administration of the Plans prior to or at the time of contract completion, unless and until such agreement is reached, the Contractor shall comply with written direction from the Contracting Officer regarding the Contractor's responsibilities for continued provision of pension and welfare benefits under the Plans, including but not limited to continued sponsorship of the Plans, in accordance with applicable legal requirements. To the extent that the Contractor incurs costs in implementing direction from the Contracting Officer, the Contractor's costs will be reimbursed pursuant to applicable contract provisions.
- (c) In the event a transfer of assets from the BJC MEPP is determined to be necessary by the DOE, the Contractor shall cooperate fully in the transfer of any assets in a manner consistent with any fiduciary duty and the IRC and ERISA and the direction of the Contracting Officer.

### **H.33 LEGAL MANAGEMENT PLAN**

- (a) The Contractor shall comply with all requirements of 10 CFR 719. As part of that compliance, the Contractor shall submit a Legal Management Plan in accordance with 10 CFR 719, and include the item set forth in 10 CFR 719.10 to the Contracting Officer for approval within sixty (60) days of contract award.
- (b) The Plan shall describe the Contractor's practices for managing legal costs and matters for which it procures the services of retained legal counsel. In doing so, the plan shall describe the matters in-house counsel will perform as well as anticipates performing throughout the life of the contract. The Contractor should not retain outside counsel for matters that can be performed by in-house counsel. Once approved by the Contracting Officer, the Plan, as well as applicable regulations and contract provisions, forms the basis for approvals by the Contracting Officer to reimburse litigation and other legal expenses performed by retained legal counsel. The Plan may be revised from time to time to conform to legal management rules or policies established or adopted by the Department of Energy.

#### H.34 RESPONSIBLE CORPORATE OFFICIAL

The Contractor shall provide a Guarantee of performance from its parent company in the form set forth in the Section J Attachment entitled, *Performance Guarantee Agreement*. If the Contractor is a joint venture, newly-formed Limited Liability Company (LLC), or other similar entity where more than one company is involved in a business relationship created for the purpose of this procurement, the parent companies of all the entities forming the new entity shall each provide Guarantees for joint and severable liability for the performance of the Contractor. In the event any of the signatories to the Guarantee of performance enters into proceedings relating to bankruptcy, whether voluntary or involuntary, the Contractor agrees to furnish written notification of the bankruptcy to the Contracting Officer. Notwithstanding the provisions of this Clause, the Government may contact, as necessary, the single responsible corporate official identified below, who is at a level above the Contractor and who is accountable for the Contractor regarding Contractor performance issues:

Name: \_\_\_\_\_  
Position: \_\_\_\_\_  
Company/Organization: \_\_\_\_\_  
Address: \_\_\_\_\_  
Phone: \_\_\_\_\_  
Facsimile: \_\_\_\_\_  
Email: \_\_\_\_\_

Should the responsible corporate official change during the period of the contract, the Contractor shall promptly notify the Contracting Officer in writing of the change.